

NICHOLLS STATE UNIVERSITY
PURCHASING DEPARTMENT
PO BOX 2052 University Station
104 Elkins Hall
Thibodaux, La 70310
Phone No. (985) 448-4038
Fax No. (985) 448-4921


BID NO. **SB01517**

Date: **February 12, 2010**

EO/AA Employer, M/F/H/V

INVITATION, BID AND ACCEPTANCE

INVITATION: Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on March 3, 2010** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed 
Terry G. Dupre
Director of Purchasing

The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation

DESCRIPTION

Procurement of Supplies and Equipment for Food Service Department.....

INSTRUCTIONS: YOUR BID IS TO BE MADE ON THE ATTACHED FORM AND RETURNED WITH THIS "INVITATION" IN THE ENCLOSED ENVELOPE. 2. The University cannot accept bids or alterations by wire, phone or facsimile. 3. **ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.** 4. All prices assumed firm unless otherwise stated. 5. Any bid received after bid closing time will be returned unopened. 6. **As a state agency, the University is NOT liable for state sales tax enacted by the State Legislature and in effect at the time of issuance of the order.** 7. Do not include federal excise tax unless requested. 8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening. 9. **FAILURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE CONSIDERED.** 10. Additions for packing or other items not quoted will not be allowed.

BIDDER SHALL FILL IN ALL BLANK SPACES

Terms will be _____ and shipment will be made within _____ days of receipt of order.

BID

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within _____ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until _____.)

Bidder _____

Signed _____

Address _____

Title _____

Phone (____) _____

Email _____

Fax (____) _____

Date _____

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA

Accepted as to items numbered _____

Signed _____

Purchasing Office

P.O. Box 2052
Thibodaux, LA 70310
985.448.4038
Fax: 448.4921

NICHOLLS
STATE UNIVERSITY
A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

February 12, 2010

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. On **March 3, 2010 at 3:00 P.M.** for:

“SB01517–“Procurement of Supplies and Equipment for Food Service Department”

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. The specification may also be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C) and/or R.S. 39:1594(C)(2) (D).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA



TERRY G. DUPRE
Director of Purchasing

TO BE RUN: February 17, 2010

TO BE OPENED: March 3, 2010

**STATE OF LOUISIANA
NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA**

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address: Nicholls State University
Purchasing Department
P. O. Box 2052
Thibodaux, LA 70310

Delivery: Nicholls State University
Purchasing Department
906 East First Street
Room 104 Elkins Hall
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) **Special Envelope:** To assure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky material, the special bid envelope should be firmly affixed to the mailing envelope.
- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 7) **Signature Authority:** In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

-Continued-

-Continued-

GENERAL CONDITIONS

The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **Equal Opportunity:** By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status, or any other non-merit factor.
- 10) **Bid Bonds:** If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or a certified check. (PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION:

BID BOND REQUIRED: _____ Yes ☒ No

PERFORMANCE AND
PAYMENT BONDS REQUIRED: _____ YES ☒ NO

PURCHASE WILL BE EXECUTED WITH: ☒ Purchase Order Only
_____ Purchase Order and Formal Two Party Contract
_____ Formal Two Party Contract Only

A Member of the University of Louisiana System

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 1 OF 16

1. TABLECRAFT FROSTONE COLLECTION #MB156 OR EQUAL, 15" X 6" SQUARE BOWL, WHITE

2 EACH @\$_____ EACH TOTAL\$_____

2. TABLECRAFT FROSTONE COLLECTION #M1414 OR EQUAL, 14" SQUARE TRAY, WHITE

2 EACH @\$_____ EACH TOTAL\$_____

3. TABLECRAFT FROSTONE COLLECTION #M1717 OR EQUAL, 16-3/4" SQUARE TRAY, WHITE

2 EACH @\$_____ EACH TOTAL\$_____

4. TABLECRAFT FROSTONE COLLECTION #MB183 OR EQUAL, 18" X 3" SQUARE BOWL, WHITE

2 EACH @\$_____ EACH TOTAL\$_____

DUE TO THE NEED FOR COMPATIBILITY, ITEMS # 1-4 WILL BE AWARDED ON A TOTAL NET LUMP SUM BASIS

TOTAL NET LUMP SUM \$_____

5. TABLECRAFT GLACIER COLLECTION #P1111 OR EQUAL, 11" WAVY SQUARE PLATTER, WHITE

1 EACH @\$_____ EACH TOTAL\$_____

6. TABLECRAFT GLACIER COLLECTION #P1414 OR EQUAL, 14" WAVY SQUARE PLATTER, WHITE

1 EACH @\$_____ EACH TOTAL\$_____

DUE TO THE NEED FOR COMPATIBILITY, ITEMS # 5 & 6 WILL BE AWARDED ON A TOTAL NET LUMP SUM BASIS

TOTAL NET LUMP SUM \$_____

7. TABLECRAFT CRISTAL COLLECTION #A1915 OR EQUAL, 19-1/4" X 15-1/2" ACRYLIC RECTANGULAR TRAY

1 EACH @\$_____ EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 2 OF 16

8. TABLECRAFT CRISTAL COLLECTION #A1613 OR EQUAL, 16-1/2" X 13" ACRYLIC RECTANGULAR TRAY
1 EACH @\$_____ EACH TOTAL\$_____
9. TABLECRAFT CRISTAL COLLECTION #AT2012 OR EQUAL, 20" X 12" X 6" ACRYLIC RECTANGULAR BEVERAGE TUB
4 EACH @\$_____ EACH TOTAL\$_____
10. TABLECRAFT CRISTAL COLLECTION #A206 OR EQUAL, 19-3/4" X 6" X 4" ACRYLIC RECTANGULAR TRAY
1 EACH @\$_____ EACH TOTAL\$_____
11. TABLECRAFT CRISTAL COLLECTION #A1612 OR EQUAL, 16" X 12" X 2-1/4" ACRYLIC RECTANGULAR TRAY
1 EACH @\$_____ EACH TOTAL\$_____
12. TABLECRAFT CRISTAL COLLECTION #AB13 OR EQUAL, 13" X 3" ACRYLIC ROUND BOWL
1 EACH @\$_____ EACH TOTAL\$_____
13. TABLECRAFT CRISTAL COLLECTION #AB16 OR EQUAL, 15-1/2" X 3-1/4" ACRYLIC ROUND BOWL
1 EACH @\$_____ EACH TOTAL\$_____
- DUE TO THE NEED FOR COMPATIBILITY, ITEMS # 7-13 WILL BE AWARDED ON A TOTAL NET LUMP SUM BASIS**
- TOTAL NET LUMP SUM \$ _____**
14. TABLECRAFT BARCELONA COLLECTION #GF14 OR EQUAL, 14-1/2" STARFISH TRAY, GREEN GLASS
1 EACH @\$_____ EACH TOTAL\$_____
15. TABLECRAFT BARCELONA COLLECTION #GB125 OR EQUAL, 12" X 5" ICICLE ROUND BOWL, GREEN GLASS
2 EACH @\$_____ EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 3 OF 16

16. TABLECRAFT BARCELONA COLLECTION #GB1912 OR EQUAL, 19" X 12" ICICLE RECTANGLE TRAY, GREEN GLASS

2 EACH @\$_____ EACH TOTAL\$_____

17. TABLECRAFT BARCELONA COLLECTION #GB1212 OR EQUAL, 12" X 2" ICICLE SQUARE BOWL, GREEN GLASS

2 EACH @\$_____ EACH TOTAL\$_____

18. TABLECRAFT BARCELONA COLLECTION #GB1414 OR EQUAL, 14" X 2-1/2" ICICLE SQUARE BOWL, GREEN GLASS

2 EACH @\$_____ EACH TOTAL\$_____

19. TABLECRAFT BARCELONA COLLECTION #G2316 OR EQUAL, 23-1/2" X 16-1/2" PEBBLED RECTANGULAR TRAY, GREEN GLASS

1 EACH @\$_____ EACH TOTAL\$_____

20. TABLECRAFT BARCELONA COLLECTION #G2113 OR EQUAL, 21-1/4" X 13-1/4" PEBBLED RECTANGULAR TRAY, GREEN GLASS

2 EACH @\$_____ EACH TOTAL\$_____

21. TABLECRAFT BARCELONA COLLECTION #G1410 OR EQUAL, 14" X 9-3/4" PEBBLED RECTANGULAR TRAY, GREEN GLASS

2 EACH @\$_____ EACH TOTAL\$_____

22. TABLECRAFT BARCELONA COLLECTION #G148 OR EQUAL, 14" X 8" RECTANGULAR TRAY, GREEN GLASS

1 EACH @\$_____ EACH TOTAL\$_____

DUE TO THE NEED FOR COMPATIBILITY, ITEMS # 14-22 WILL BE AWARDED ON A TOTAL NET LUMP SUM BASIS

TOTAL NET LUMP SUM \$_____

23. RISER CUBE, HUBERT ITEM #72741 OR EQUAL, BLK, SCROLL STEEL, 6" X 6" X 2"H

2 EACH @\$_____ EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 4 OF 16

24. RISER CUBE, HUBERT ITEM #20406 OR EQUAL, BLK, SCROLL STEEL, 6" X 6" X 3"H

2 EACH @\$_____ EACH TOTAL\$_____

25. RISER CUBE, HUBERT ITEM #29684 OR EQUAL, BLK, SCROLL STEEL, 6" X 6" X 4"H

2 EACH @\$_____ EACH TOTAL\$_____

DUE TO THE NEED FOR COMPATIBILITY, ITEMS # 23-25 WILL BE AWARDED ON A TOTAL NET LUMP SUM BASIS

TOTAL NET LUMP SUM \$_____

26. ONEIDA KNIFE HH BAGUETTE 18/10, DON ITEM #S561 OR EQUAL, 12/PK

15 PACK @\$_____ PER PACK TOTAL\$_____

27. ONEIDA FORK SALAD BAGUETTE 18/10, DON ITEM #S559 OR EQUAL, 12/PK

26 PACK @\$_____ PER PACK TOTAL\$_____

28. ONEIDA FORK DINNER EURO BAGUETTE 18/10, DON ITEM #S560 OR EQUAL, 12/PK

31 PACK @\$_____ PER PACK TOTAL\$_____

29. ONEIDA TEASPOON BAGUETTE 18/10, DON ITEM #S551 OR EQUAL, 12/PK

35 PACK @\$_____ PER PACK TOTAL\$_____

DUE TO THE NEED FOR COMPATIBILITY, ITEMS # 26-29 WILL BE AWARDED ON A TOTAL NET LUMP SUM BASIS

TOTAL NET LUMP SUM \$_____

30. CARLISLE COLDMASTER ICE CREAM SERVER, DON ITEM #2E2413 OR EQUAL, 3 GL

2 EACH @\$_____ EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 5 OF 16

31. CARLISLE COLDMASTER SERVER LID, DON ITEM# 2E2414 OR EQUAL, MUST BE COMPATITBLE WITH ITEM # 31

2 EACH @\$_____ EACH TOTAL\$_____

DUE TO THE NEED FOR COMPATIBILITY, ITEMS # 30 & 31 WILL BE AWARDED ON A TOTAL NET LUMP SUM BASIS

TOTAL NET LUMP SUM \$_____

32. RISER RUBBER COATED STEEL 4", DON ITEM #1S5822 OR EQUAL, 3/CS

2 CASES @\$_____ PER CASE TOTAL\$_____

33. RISER RUBBER COATED STEEL 3", DON ITEM #1S5821 OR EQUAL, 3/CS

2 CASES @\$_____ PER CASE TOTAL\$_____

34. RISER RUBBER COASTED STEEL 2", DON ITEM #1S5820 OR EQUAL, 3/CS

2 CASES @\$_____ PER CASE TOTAL\$_____

DUE TO THE NEED FOR COMPATIBILITY, ITEMS # 32-34 WILL BE AWARDED ON A TOTAL NET LUMP SUM BASIS

TOTAL NET LUMP SUM \$_____

35. SNAP-DRAPE INTERNATIONAL OR EQUAL, 12'6" X 29" SKIRT, WYNDHAM, BOX PLEAT, VELCRO CLIP "B CLIP", COLOR: RED

6 EACH @\$_____ EACH TOTAL\$_____

36. SNAP-DRAPE INTERNATIONAL OR EQUAL, 12'6" X 29" SKIRT, WYNDHAM, BOX PLEAT, VELCRO CLIP "B CLIP", COLOR: BLACK

6 EACH @\$_____ EACH TOTAL\$_____

37. SNAP-DRAPE INTERNATIONAL OR EQUAL, 12'6" X 29" SKIRT, WYNDHAM, BOX PLEAT, VELCRO CLIP "B CLIP", COLOR: WHITE

6 EACH @\$_____ EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 6 OF 16

**DUE TO THE NEED FOR COMPATIBILITY, ITEMS # 35-37 WILL BE
AWARDED ON A TOTAL NET LUMP SUM BASIS**

TOTAL NET LUMP SUM \$ _____

- 38. HUBERT #62794 OR EQUAL, LARGE RECTANGULAR PAN, LAUREL
RIM DESIGN, SIZE: 19-1/2" X 12" X 2-1/4", HEAVY GAUGE STAINLESS
STEEL CONSTRUCTION**

16 EACH @\$_____EACH TOTAL\$_____

- 39. HUBERT #10523 OR EQUAL, RECTANGULAR PAN HALF SIZE PAN,
10-1/2" X 13" X 2-3/4", RIM DESIGN: LAUREL, HEAVY GAUGE
STAINLESS STEEL CONSTRUCTION**

8 EACH @\$_____EACH TOTAL\$_____

- 40. HUBERT #62320 OR EQUAL, THIRD SIZE SHALLOW RECTANGULAR
PAN, 13" X 7" X 2-1/2", RIM DESIGN: LAUREL, HEAVY GAUGE
STAINLESS STEEL CONSTRUCTION**

6 EACH @\$_____EACH TOTAL\$_____

**DUE TO THE NEED FOR COMPATIBILITY, ITEMS # 38-40 WILL BE
AWARDED ON A TOTAL NET LUMP SUM BASIS**

TOTAL NET LUMP SUM \$ _____

- 41. TABLECRAFT #1053 OR EQUAL, 5 GALLON, 10-3/4" X 10-3/4" X 22-
1/4"H, BLACK BEVERAGE DISPENSER**

2 EACH @\$_____EACH TOTAL\$_____

- 42. BRENTRICK OR EQUAL, TABLE SKIRTING CLIPS STYLE BH, CLIP
HEAVY DUTY 3" FITS 5/8" – 3/4" TABLE**

500 EACH @\$_____EACH TOTAL\$_____

- 43. DALEBROOK WHITE MELAMINE DRESSING POT, HUBERT #78755
OR EQUAL, 4.25 DIA X 6.5 D**

4 EACH @\$_____EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 7 OF 16

44. **CAMBRO 23" ROUND PEBBLE BOWL, HUBERT ITEM #31570 OR EQUAL**
4 EACH @\$_____ EACH TOTAL\$_____
45. **CERAMIC CROCK, HUBERT ITEM #80116 OR EQUAL, WHITE, 1/2 GAL., 6" DIA X 6"H**
4 EACH @\$_____ EACH TOTAL\$_____
46. **2 GALLON GLASS LID JAR, HUBERT ITEM #46892 OR EQUAL**
2 EACH @\$_____ EACH TOTAL\$_____
47. **ICE HOUSING, HUBERT ITEM #71709 OR EQUAL, HAMMERED STEEL, W/PAN, 12" X 20"**
2 EACH @\$_____ EACH TOTAL\$_____
48. **DRIP TRAY, HUBERT ITEM #46585 OR EQUAL, OCTAGON, 4" X 4", BLACK**
12 EACH @\$_____ EACH TOTAL\$_____
49. **CAL MIL PEDESTAL, HUBERT ITEM #14103 OR EQUAL, BLACK, OCTAGONAL, 6" X 3"**
4 EACH @\$_____ EACH TOTAL\$_____
50. **AIRPOT, HUBERT ITEM #91663 OR EQUAL, 2.4L GLASS/SATIN LEVER**
8 EACH @\$_____ EACH TOTAL\$_____
51. **ARCTISTIC NESTING RISER SET, HUBERT ITEM #69563 OR EQUAL, WIRE, FLINT, ST/3**
2 EACH @\$_____ EACH TOTAL\$_____
52. **ARCTISTIC RISER, HUBERT ITEM #22058 OR EQUAL, 12" X 12" X 12", WIRE, FLINT**
2 EACH @\$_____ EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 8 OF 16

53. CAMBRO CAMTREAD CAMTRAY, HUBERT ITEM #73154 OR EQUAL,
14" DIA., BLK SATIN

6 EACH @\$_____ EACH TOTAL\$_____

54. OCIANA TRAY, HUBERT ITEM #28785 OR EQUAL, RECT., S/S, 22-
1/2"L X 16-5/16"L X 1"D

1 EACH @\$_____ EACH TOTAL\$_____

55. CARLISLE HEAT LAMP, HUBERT ITEM #23936 OR EQUAL, SINGLE
ARM, GOLD, FLEXIBLE

1 EACH @\$_____ EACH TOTAL\$_____

56. SIGNHOLDER, HUBERT ITEM #74371 OR EQUAL, ARC W/HOLES, 3.5
X 2 H, BLACK

12 EACH @\$_____ EACH TOTAL\$_____

57. PLATTER, HUBERT ITEM #12611 OR EQUAL, WHITE, RECT.,
21.25 X 12"

2 EACH @\$_____ EACH TOTAL\$_____

58. WHITE PORCELAIN BOWL, HUBERT ITEM #96409 OR EQUAL,
13.5 X 13.5 X 5

2 EACH @\$_____ EACH TOTAL\$_____

59. EMBASSY 90" ROUND TABLECLOTH, DON ITEM #L560 OR EQUAL,
SIGNATURE WHITE

8 EACH @\$_____ EACH TOTAL\$_____

60. HALL CHINA CRÈME BRULEE, DON ITEM #C7456 OR EQUAL,
SQUARE, FLUTED, 5 OZ., WHITE, 24/CASE

6 CASES @\$_____ PER CASE TOTAL\$_____

61. RUBBERMAID CLEAR PLASTIC PITCHER, DON ITEM #1G17 OR
EQUAL, 60 OZ., 6/CASE

2 CASES @\$_____ PER CASE TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 9 OF 16

62. 2-TIER STAND, DON ITEM #1S4010 OR EQUAL, 24" X 11" X 24", WRT
IRON, RECT., BLK
1 EACH @\$_____ EACH TOTAL\$_____
63. CERAMIC WHITE PLATTER, DON ITEM #1S711 OR EQUAL,
19" X 10-1/2"
2 EACH @\$_____ EACH TOTAL\$_____
64. PLATTER, DON ITEM #1S733 OR EQUAL, 17-1/2" BEVELDED GLASS,
CLEAR
3 EACH @\$_____ EACH TOTAL\$_____
65. SPRING USA 6 QT. CHAFER SERVER SOUP, DON ITEM #1S3461 OR
EQUAL, S/S W/LID
2 EACH @\$_____ EACH TOTAL\$_____
66. SERVICE IDEAS JUICE DISPENSER 7 LT. SS, DON ITEM #1S4140 OR
EQUAL
2 EACH @\$_____ EACH TOTAL\$_____
67. GOURMET DISPLAY 85 OZ. PITCHER, DON ITEM #1S203 OR EQUAL,
PLASTICK W/INNER TUBE, 3/CASE
1 CASE @\$_____ PER CASE TOTAL\$_____
68. BUFFET EURO DISPENSER JUICE 5L W/CHILL PACK, DON ITEM
#1S5520 OR EQUAL
1 EACH @\$_____ EACH TOTAL\$_____
69. TRAY HNDLE OBLONG 23" X 14" CHROME PLATTER, DON ITEM
#1S308 OR EQUAL
2 EACH @\$_____ EACH TOTAL\$_____
70. DON DEEP LEDGE CART, DON ITEM #E2901 OR EQUAL, 22" X 30",
BLACK
1 EACH @\$_____ EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 10 OF 16

71. DON 3-SHELF UTILITY CART, DON ITEM #E2964 OR EQUAL,
BLACK, 33-1/4"H X 28"D X 18"W
- 2 EACH @\$_____ EACH TOTAL\$_____
72. CAMBRO FOOD CONTAINER, DON ITEM #K5606 OR EQUAL, RND, 18
QT., CLEAR POLY
- 4 EACH @\$_____ EACH TOTAL\$_____
73. CAMBRO 12-22 QT. CONTAINER LID, DON ITEM #K5610 OR EQUAL,
CLEAR
- 4 EACH @\$_____ EACH TOTAL\$_____
74. OBLONG 17-1/4" X 12" TRAY, DON ITEM #1S309 OR EQUAL,
CHROME PLATED
- 6 EACH @\$_____ EACH TOTAL\$_____
75. SAN JAMAR TOTE SAF T ICE SHORTY 5 GAL, DON ITEM #K123 OR
EQUAL
- 4 EACH @\$_____ EACH TOTAL\$_____
76. DON BOX BUS 15" X 20" X 7" BLK POLY, DON ITEM #K9953 OR
EQUAL
- 6 EACH @\$_____ EACH TOTAL\$_____
77. LIBBEY SALT/PEPPER SHAKER WINCHESTER, DON ITEM #G7716
OR EQUAL, 24/CASE
- 5 CASES @\$_____ PER CASE TOTAL\$_____
78. SNAP DRAPE MOBILE TABLE SKIRT CADDY, DON ITEM #4L41 OR
EQUAL, HOLDS 20 SKIRTS
- 1 EACH @\$_____ EACH TOTAL\$_____
79. SNAP DRAPE HANGER STEEL SKIRT MATE, DON ITEM #4L17 OR
EQUAL
- 18 EACH @\$_____ EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 11 OF 16

80. LIBBEY GLASS COCKTAIL 6 OZ. CITATION, DON ITEM #G496 OR EQUAL, 36/CS

6 CASES @\$_____ PER CASE TOTAL\$_____

81. HALL CHINA PITCHER CREAM EMPIRE HANDLE WHITE, DON ITEM #C109 OR EQUAL

1 CASE @\$_____ PER CASE TOTAL\$_____

82. FRONT OF THE HOUSE SPOON TASTING REC 5-3/4" WHITE, DON ITEM #C3373 OR EQUAL

20 CASES @\$_____ PER CASE TOTAL\$_____

83. 1-1/2 OZ. SALT/PEPPER SHAKER TOWER, DON ITEM #G1605 OR EQUAL, 24/CS

1 CASE @\$_____ PER CASE TOTAL\$_____

84. JETSTAR 4 OZ. POPCORN POPPER #8C-J4R-120V OR EQUAL, AMPS: 9.4; STEEL COMPONENTS; CAPACITY: 115-1 OZ/HR; SIZE: 23-3/4"H X 14-7/8"D X 15-7/8"W; WATTS: 1130 W; PHASE: 1 PH; COLOR: RED

4 EACH @\$_____ EACH TOTAL\$_____

85. APW WYOTT ECONOMY FOOD WARMER OR EQUAL, STAINLESS STEEL, FULLY INSULATED WITH ROBERTSHAW CONTROL AND BI-MET HIGH LIMIT SAFETY THERMOSTAT, "W" SHAPED, LOW RESISTANCE HEATING ELEMENT FOR EVEN DISTRIBUTION OF POWER AND LONG LIFE, MINIMUM SIZE: 14-1/2W X 22D X 9H, 120 VOLTS, 10 AMPS, 1200 WATTS, INFINITE TEMPERATURE CONTROL, 22 QT. CAPACITY, ONE YEAR PARTS AND LABOR WARRANTY

9 EACH @\$_____ EACH TOTAL\$_____

86. HUBERT #92500 STAINLESS STEEL CART OR EQUAL, CONSTRUCTED OF ALL-WELDED 304 16-GAUGE STAINLESS STEEL WITH 1" SQUARE UPRIGHTS, SINGLE LOOP HANDLE, FOUR 5" X 1-1/2" POLYURETHANE STEM CASTERS (2 RIGID, 2 SWIVEL) 600 LB. CAPACITY, 2 SHELVES

2 EACH @\$_____ EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 12 OF 16

87. HUBERT #40860 OR EQUAL TILT TRUCK, CONSTRUCT OF LIGHTWEIGHT POLYETHYLENE, REAR STEEL HANDLE, TUBULAR STEEL CHASSIS WITH HEAVY-DUTY NEOPRENE FRONT TIRES AND REAR SWIVEL CASTERS, GREY, 1.1 CUBIC YARD, 900 LBS CAPACITY, MINIMUM SIZE: 69L X 34W X 40D

1 EACH @\$_____EACH TOTAL\$_____

88. HUBERT #59324 OR EQUAL, HEAVY DUTY GENERAL PURPOSE KITCHEN MAT WITH SAFETY SURFACE, MOLDED BEVELED EDGE, HOLES TO ALLOW DEBRIS AND LIQUIDE TO PASS THROUGH, 1/2" THICK

18 EACH @\$_____EACH TOTAL\$_____

89. HUBERT #54465 OR EQUAL, WIDE ANGLE SURVEILLANCE MIRROR, SWIIVEL, MOUNTING BRACKET INCLUDED, 26", INDOOR, ACRYLIC, VIEWING AREA UP TO 20 FT

1 EACH @\$_____EACH TOTAL\$_____

90. HUBERT #30527 OR EQUAL, HALF DOME MIRROR, SHATTERPROOF, SCRATCH-RESISTANT ACRYLIC, CEILING CLIPS PROVIDED, 26", VIEWING AREA 200 SQ. FT., 26" X 13" X 13"

1 EACH @\$_____EACH TOTAL\$_____

91. HUBERT #88608 OR EQUAL, ONE-LINE LABELER, 8-CHARACTER, MOLDED PLASTIC CASING WITH LABEL COVER, ADDITIONAL INK ROLLER INCLUDED

1 EACH @\$_____EACH TOTAL\$_____

92. WARING #WCT708 OR EQUAL, FOUR SLICE COMMERICAL TOASTER, BRUSHED CHROME STEEL HOUSING, FOUR 1-3/8" EXTRA WIDE SLOTS, ELECTRONIC BROWNING CONTROLS, FOUR SELF-CENTERING BREAD RACKS, REMOVABLE CRUMB TRAY, 6 FT. CORD WITH 3 PRONG PLUG, ELECTRICAL: 120 VOLT, 60 HZ; MINIMUM SIZE: 7-3/8"H X 12-1/2"W X 10-7/8"D; 1 YEAR LIMITED WARRANTY

1 EACH @\$_____EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 13 OF 16

93. AMANA #ALD10D OR EQUAL, 1000 WATTS MICROWAVE OVEN, 1.2 CUBIC FOOT CAPACITY, STAINLESS STEEL INTERIOR AND EXTERIOR, ACCOMMODATE PLATTERS UP TO 13", 120V, 60HZ, 15-A, SINGLE PHASE, NEMA 5-15 PLUG, MINIMUM SIZE: 13-1/2" X 22" X 19", 10-MINUTED LIGHTED DIAL TIMER; THREE-YEAR LIMITED WARRANTY

1 EACH @\$_____ EACH TOTAL\$_____

94. LINCOLN REDCO #15001 OR EQUAL, INSTACUT 3.5 TABLETOP UNIT, 3/8" DICE, VEGETABLE DICER, ONE STROKE DESIGN, ALUMINUM AND STAINLESS STEEL CONSTRUCTION, MINIMUM SIZE: 8" X 8" X 17", TWO YEAR PARTS AND LABOR WARRANTY, EXCLUDING BLADES

1 EACH @\$_____ EACH TOTAL\$_____

95. NEMCO #N55550-8 OR EQUAL, EASY WEDGER STAINLESS STEEL BLADES, 19"H X 8"L X 8"W, NUMBER OF CORED SECTIONS: 8, STURDY BASE WITH FOUR LEGS AND NON SKID FEET

1 EACH @\$_____ EACH TOTAL\$_____

96. HUBERT #42357 OR EQUAL, SONOMA COLLECTION TABLE, SIZE" 34" X 25" X 35", SCROLLED METAL AND RUSTIC HONEY-TONED WOOD, BLACK FRAME

3 EACH @\$_____ EACH TOTAL\$_____

97. HUBERT #11721 OR EQUAL, FRYMASTER GAS FRYER, OPEN FRYPOT WITH LARGE HEAT-TRANSFER AREA, NO HARD-TO-CLEAN TUBES, STAINLESS STEEL DOOR, 1-1/4" IPS BALL-TYPE DRAIN VALVE LOCATED 13" FROM FLOOR, INCLUDES TWO HEAVY GAUGE FRY BASKETS WITH INSULATED HANDLES; 6" ADJUSTABLE LEGS, GAS TYPE: LP; SHORTENING CAPACITY: 40 LB TO 50 LB; FRYING AREA: 14" X 15"; 80 LBS FROZEN FRIES PER HOUR; 122,000 BTUS; WITH CASTERS; MINIMUM SIZE: 15-5/8" X 28-1/8" X 45-1/2"; ONE YEAR LIMITED PARTS AND LABOR WARRANTY; FIVE-YEAR WARRANTY ON STAINLESS FRYPOT

2 EACH @\$_____ EACH TOTAL\$_____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 14 OF 16

98. HUBERT #83516 OR EQUAL, ROBOT COUPE CUTTER/MIXER, 1 HP CAPACITOR –TYPE; FAN COOLED; 1725 RPM; SINGLE PHASE MOTOR; INCLUDED: MOTOR BASE UNIT WITH ON-OFF PULSE SWITCH, 3-QT. CUTTER BOWL WITH HANDLE AND STAINLESS STEEL “S” BLADE, CONTINUOUS FEED UNIT WITH DISCHARGE PLATE, CLEAR ABS POLYCARBONATE CUTTER BOWL; TWO DEEP FEED OPENINGS; 120V; 60 CYCLE; 13 AMPS; THREE YEAR MOTOR WARRANTY; ONE YEAR PARTS AND LABOR WARRANTY

1 EACH @\$_____ EACH TOTAL\$_____

99. MCCALL #P-15-16 OR EQUAL, STAINLESS 2 DOOR 59" SANDWICH PREP COOLER, HOLDS 16 SIXTH PANS CABINET: STAINLESS STEEL TOP, FRONT, DOORS AND EXTERIOR ENDS. ALL METAL, WELDED CONSTRUCTION. ALL JOINTS AND SEAMS CLOSED AND SEALED. ENCLOSED REAR WITH REMOVABLE MACHINE COMPARTMENT PANEL, ZINC COATED STEEL EXTERIOR BOTTOM AND REAR WITH COVED, SANITARY ALUMINUM INTERIOR, TOPS PROVIDED WITH FOAMED-IN PLACE, HIGH IMPACT NON-CONDUCTING THERMOBARRIER, RAISED EDGE BREAKER FRAME; OPENING FITTED WITH 1/6 SIZE 4" DEEP HIGH IMPACT PLASTIC SALAD PANS; SUPPORTED BY 6" MINIMUM HEIGHT ADJUSTABLE LEGS WITH NON-MARRING FEET; DOORS: SELF-CLOSING WITH FULL FACE STAINLESS STEEL EXTERIOR AND ALUMINUM INNER PAN STANDARD, INSULATED WITH ONE-SHOT POLYURETHANE AND ONE PIECE VINYL, SELF ADJUSTING MAGNETIC GASKET KEYED INTO A THERMAL-BREAKER RETAINER FRAME, GASKETS ARE REMOVABLE WITHOUT TOOLS, ALL DOOR OPENINGS HAVE FULL PERIMETER MINIMUM-WATTAGE ANTI-CONDENSATE HEATERS BEHIND THE STAINLESS STEEL FACIA TO RETARD CONDENSATION, ONE PIECE DOOR PULL WITH CONCEALED SELF-CLOSING HINGE MECHANISM, SAFETY STOP AND STAY OPEN FEATURES; INSULATION: ENTIRE CABINET AND DOOR INSULATED WITH SPECIAL EXTR RIGID ONE-SHOT HIGH PRESSURE, FOAMED-IN-PLACE, CLOSED CELL POLYURETHANE, AVERAGE THICKNESS 2"; INTERIOR SHELVES: TWO HEAVY DUTY ADJUSTABLE, REMOVABLE, EPOXY COATED SHELVES FURNISHED FOR EACH DOOR SECTION; SELF-CONTAINED REFRIGERATION: FORCED-AIR, AUTOMATIC DEFROST, HERMETIC DESIGN WITH R-22 REFRIGERATION, CAPILLARY-METERING DEVICE, AND AUTOMATIC, ADJUSTABLE THERMOSTAT, SELF-CONTAINED WITH AIR-COOLED, CONDENSING UNIT AND HIGH EFFICIENCY, SPACE-SAVER DIFFUSER WITH HIGH HUMIDITY, FIN COIL, REMOVABLE, ENERGY FREE AUTOMATIC CONDENSATE ENVAPORATOR;

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 15 OF 16

ITEM # 99 CONTINUED

INCLUDES: 16-1/6, 4 INCH DEEP SALAD/CONDIMENT PANS, 12" FULL-WIDTH REMOVABLE/REVERSIBLE SYNTHETIC CUTTING BOARD, INTERIOR THERMOMETER; EXTERIOR: 59"L X 29-2/3"D X 41-1/2"H

1 EACH @\$ _____ EACH TOTAL\$ _____

100. CLEVELAND MODEL #OGB-10.20 OR EQUAL, COMBINATION COVECTION OVEN/STEAMER, WITH SIMPLE TO OPERATE ELECTRONIC PROGRAMMABLE CONTROLS FOR HOT AIR, CONVECTION STEAM, AND COMBINATION COOKING MODES; "COOK AND HOLD" AND "DELTA T" SLOW-COOKING CAPABILITIES; "ADVANCED CLOSED SYSTEM" WITH "CRISP AND TASTY" DE-MOISTURIZING FEATURE; MULTIPLE COOKING STAGE PROGRAMS: STORED RECIPE LIBRARY, MULTIPOINT CORE TEMPERATURE PROBE, "PRESS & GO", ONE-STEP RECIPE START BUTTONS, "SMART KEY" FOR SELECTING OPTION SETTINGS; TWO (2) SPEED AUTO REVERSING CONVECTION FAN, QUIET, HIGH EFFICIENCY POWER BURNER HEATING SYSTEMS; STEAM GENERATOR WITH AUTOMATIC DRAIN; "DISAPPEARING" DOOR; CAPACITY FOR TEN (10) 18" X 26" FULL SIZE SHEET PANS OR TWENTY (20) 12" X 20" X 2-1/2" PANS; ACCESSORIES INCLUDED: TWO (2) ADDITIONAL WIRE RACKS "20 X 26", CLEVELAND #CWR-20 OR EQUAL; CLEVELAND MODEL #C9797-K2PF OR EQUAL KLEENSTEAM II WITH ONE PREFILTER, TWO CARBON-BLOCK CARTRIDGES AND ONE SCALE STICK CARTRIDGE, DUAL CARTRIDGE DESIGN FOR COMBI'S WITH GENERATOR, MODEL OGB, TWO (2) FIVE MICRON CARBON BLOCK FILTERS AND SS-10 CARTRIDGE FOR HIGHER ALKALINITY/HARDNESS/TDS/TEMPERATURE INSTALLATIONS; CLEVELAND MODEL #CST-20-OBCE OR EQUAL, EQUIPMENT STAND WITH OPEN BASE AND CASTERS FOR 10.20 SERIES COMBI OVEN, DURABLE STAINLESS STEEL CONSTRUCTION; MINIMUM SIZE: 43.66"W X 32.02"D X 29.53"H

1 EACH @\$ _____ EACH TOTAL\$ _____

BID FORM
NICHOLLS STATE UNIVERSITY
PAGE 16 OF 16

101. CLEVELAND RANGE MODEL NO. 24CGA10 OR EQUAL, CONVECTION STEAMER GAS=STEAMCRAFT ULTRA 10 CONVECTION STEAMER, PRESSURELESS, GAS, 2 COMPARTMENTS, (5) 12 X 20 X 2-1/2 PANS/COMPARTMENT CAPACITY, ELECTRO-MECHANICAL 60 MINUTE TIMERS, (1) STANDARD TREATED AND TAP WATER CONNECTION, STAINLESS STEEL CONSTRUCTION, 6" ADJUSTABLE LEGS WITH FLANGED FEET, ONE YEAR LIMITED WARRANTY, NATURAL GAS, VOS115 120V/60/1-PH, 2.0 AMPS, 2-WIRE, INCLUDING: (1) FSS STAINLESS STEEL BASE FRAME, ONE (1) QDC60 QUICK DISCONNECT 60" LONG, ONE (1) KLEENSTEAM II MODEL 9797-21 WATER FILTER ASSEMBLY, FOR FLOOR MODEL STEAMERS, INCLUDES: ONE (1) CV CARTRIDGE, ONE (1) AR-10 FILTER CARTRIDGE, DIP TUBE AND SCALEKLEEN 2.2-LB PACKET, WALL-MOUNTING BRACKET AND GAUGE ASSEMBLY

2 EACH @\$_____ EACH TOTALS _____

THESE ITEMS SHALL BE AWARDED ON LOWEST COST SUBMITTED PER INDIVIDUAL ITEM. PLEASE INCLUDE ANY SHIPPING COST IN THE INDIVIDUAL ITEM PRICING.

PLEASE INCLUDE SHIPPING COSTS, FUEL SURCHARGES, HAZARDOUS MATERIAL FEES, AND ANY OTHER APPLICABLE FEES THAT APPLY IN ALL BID PRICES. ESTIMATED SHIPPING COSTS ARE NOT ACCEPTABLE. ALL BIDS RECEIVED WITHOUT INCLUDING THE SHIPPING COSTS IN THE INDIVIDUAL ITEM COST MAY BE REJECTED WITHOUT FURTHER CONSIDERATION.

THE BRAND NAMES SPECIFIED ARE USED ONLY TO DESCRIBE THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. HOWEVER, IF BIDDING AN "EQUIVALENT" TO BRAND SPECIFIED IT IS MANDATORY THAT BIDDER FURNISH WITH BID DETAILED LITERATURE AND/ OR SPECIFICATIONS TO BE USED IN EVALUATION OF PRODUCT. FAILURE TO SUBMIT SAID INFORMATION MAY BE CAUSE FOR BID NOT TO BE CONSIDERED.

**NOTICE TO BIDDERS: ITEMS PURCHASED THAT ARE PRODUCED,
MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA
ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.**

SPECIAL CONDITIONS

BID NUMBER: SB01517

BID OPENING: March 3, 2010

In accordance with the Louisiana Revised Statute 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference.

This preference may be allowed if all of the following conditions are met:

- 1) The cost of such item(s) does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than 10%***
- 2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.***
- 3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.***

CONDITIONS OF PURCHASE

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.